

FINAL REDACTED VERSION

APPENDIX

Amazon Web Services, Inc. v. United States

Case No. 19-cv-01796

Judge Campbell-Smith

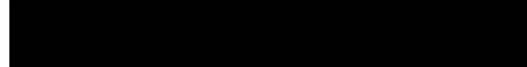


EXHIBIT 1

**IN THE UNITED STATES COURT OF FEDERAL CLAIMS
BID PROTEST**

AMAZON WEB SERVICES, INC.

Plaintiff,

v.

THE UNITED STATES,

Defendant,

and

MICROSOFT CORPORATION,

Intervenor-Defendant.

Case No. 19-1796

Judge Patricia E. Campbell-Smith

DECLARATION OF THOMAS W. KEANE

I, Thomas W. Keane, am over the age of eighteen and competent to give testimony. The information set forth below is based on my firsthand knowledge:

1. I am the Corporate Vice President of Azure Global at Microsoft Corporation (“Microsoft”) and have been in this role since September 2018. I lead a global team of engineers dedicated to building and expanding Microsoft Azure (our commercial cloud computing platform) so that it can be used by every business and industry in the world, including the U.S. government. My team and I work extensively on the infrastructure, security and customer adoption for Microsoft Azure across different types of industries and around the globe, and I am ultimately responsible for ensuring that we meet our security, privacy, availability and compliance requirements for all Microsoft Azure customers. I am also responsible for specific engineering of

Azure for particular industries, including federal, state and local governments, the Department of Defense (“DoD”), intelligence communities, and space and critical infrastructure.

2. I have been involved in major engineering and technical work related to Microsoft Azure since 2012, and I have been on the front lines of ensuring that the technical challenges faced by our customers are met reliably, seamlessly, and efficiently by our Azure capabilities. Immediately prior to my current role as a Corporate Vice President, I worked as the Head of Global Infrastructure for Microsoft Azure for nearly six years. In this role, I led an expert team of engineers that built out Azure and provided customers with solutions for commercial cloud capabilities, including leading the expansion of Microsoft Azure into 54 global regions covering 74% of the world’s gross domestic product. I have worked at Microsoft in software engineering and management roles since 2001, and I have been responsible in part for 13 patents in the field of cloud computing during my tenure at Microsoft.

3. For more than two years I helped lead the team of engineers that worked on Microsoft’s proposal for the Joint Enterprise Defense Infrastructure (“JEDI”) Contract and demonstrated to DoD that Microsoft Azure is the best commercial cloud platform on which to base the JEDI project. Since the award of the JEDI Contract, I have had a lead role within Microsoft in ensuring that the Azure JEDI Cloud – which consists of several different instances of Microsoft Azure that DoD will use – is ready for rollout and onboarding of customers within contractual deadlines, meets all of DoD’s requirements, and addresses DoD’s data, computing and technology challenges. In this role, I oversee Microsoft’s extensive team of engineers that will be focused on making sure that the Azure JEDI Cloud meets and exceeds DoD’s requirements.

4. The JEDI Contract represents DoD’s cutting-edge effort to obtain the capabilities of the commercial cloud, which will enable DoD to unify and centralize its approach to cloud

infrastructure, capitalize on modern software, keep pace with commercial innovation, and make use of artificial intelligence and machine learning capabilities at scale. Under the JEDI Contract, DoD will be leveraging Microsoft's hyper-scale, enterprise-class cloud offerings to obtain a rugged, secure Azure JEDI Cloud, which will provide DoD a significant technological advantage in defending the security of our country and its capability to fight and win wars.

5. The goal of DoD's JEDI program is to ultimately use the JEDI Cloud across all of DoD (including all military service branches and DoD agencies), at all classification levels, and across all environments (from the home front to the tactical edge), and to be able to scale these services to meet any demand, anywhere across the globe. From the outset of the JEDI Contract, DoD has consistently informed Microsoft that it will begin placing substantive task orders under the Contract as soon as February 11, 2020. On this date, Microsoft will be ready to quickly and globally scale the Azure JEDI Cloud to meet increasing DoD demands as more DoD agencies begin using the JEDI Contract.

6. Microsoft's role in the JEDI project [REDACTED]

[REDACTED] DoD has requested that Microsoft work as quickly as possible to deliver the Azure JEDI Cloud and include the full portfolio of Microsoft Azure. In order to ensure Microsoft is able to deliver these capabilities to DoD on time and is able to scale its cloud capability to support the anticipated massive use of cloud storage, processing, and analytical technologies that DoD has requested, Microsoft has been expending substantial resources since the October 25, 2019 award of the JEDI Contract, [REDACTED]

[REDACTED]

7. In particular, following the October 25, 2019 award of the JEDI Contract, Microsoft began the process of recruiting and hiring [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] These personnel will fill key engineering and support roles in the JEDI project, including software engineering, site reliability engineering, program management, mechanical engineering, electrical engineering, and cloud engineering.

8. In addition to requiring highly skilled and highly qualified personnel, the work to be performed is also high-intensity and demanding. Just as DoD expects all instances of the Azure JEDI Cloud to be globally available at all times (24 hours a day, every day), Microsoft will have technical engineers and program managers of all disciplines ready to address any issue around the clock every day of the year.

9. Because of the specialized and demanding nature of the work, personnel who can fill these roles [REDACTED]

[REDACTED]

[REDACTED] As such, Microsoft is conducting an intensive, nationwide recruiting campaign and offering commensurate salaries and signing bonuses for personnel joining the JEDI project.

10. This recruiting campaign includes conducting weekly in-person events across the country to identify potential job candidates, introduce them to the JEDI project, and convince them

to join Microsoft's team supporting the Azure JEDI Cloud. The campaign began in November and December, during which Microsoft [REDACTED]

[REDACTED]

[REDACTED] We anticipate even more events, in additional nationwide locations, over the next several months.

11. Microsoft's recruiting strategy for these types of positions depends in large part on

[REDACTED]

[REDACTED] Microsoft's long experience in recruiting personnel for large, technical projects is that in-person events build upon one another over time. The more candidates that Microsoft can reach, the more those candidates will share information about job opportunities within their communities, particularly in the defense and intelligence communities. Thus, as Microsoft builds on its outreach to candidates, interviews and educates the software engineering community about Microsoft and the JEDI project, and hires personnel to support the Azure JEDI Cloud, [REDACTED]

[REDACTED]

12. Microsoft began these intensive recruiting efforts and hiring investments following the award of the JEDI Contract, and we expect to continue this effort in order to maintain the momentum that we have achieved so far. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. A preliminary injunction will cause substantial harm to Microsoft, particularly with respect to its recruiting and hiring efforts and its engineering projects that are specifically tied to Microsoft's support for the Azure JEDI Cloud. The JEDI Contract requires that Microsoft be able to quickly and globally scale up its cloud computing platform to support all DoD customers in a short amount of time. Both Microsoft and DoD have been performing the JEDI Contract for the past three months, and as a result of these substantial efforts Microsoft is ready to support DoD's full use of the Azure JEDI Cloud. Given the mid-February operational date that DoD communicated to Microsoft early on, we moved quickly to begin the recruiting and hiring campaign and to conduct the engineering and capital projects necessary to support the capacity and additional users required by DoD.

[REDACTED]

15. An immediate consequence of a preliminary injunction will be a disruption to our

[REDACTED]

[REDACTED]

16. Our hiring momentum is a key contributor to our ability to quickly hire highly qualified personnel for the JEDI project. [REDACTED]

[REDACTED]

[REDACTED]

The market

for skilled personnel in the information technology industry is notoriously volatile, and it would

not be unusual for Microsoft to face [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] We currently estimate that the monthly costs associated with the personnel that Microsoft has already hired for the JEDI Contract since award are [REDACTED]

[REDACTED] And we expect these costs to rise considerably as hiring for these technical, specialized roles continues.

18. In addition, large-scale engineering projects, such as the work Microsoft is doing for the JEDI project, are very difficult to put on hold and resume at a later time. Given the scope and breadth of the engineering projects that are already underway for the JEDI Contract (and have been underway for nearly three months since the contract award), Microsoft will have to make the

[REDACTED]

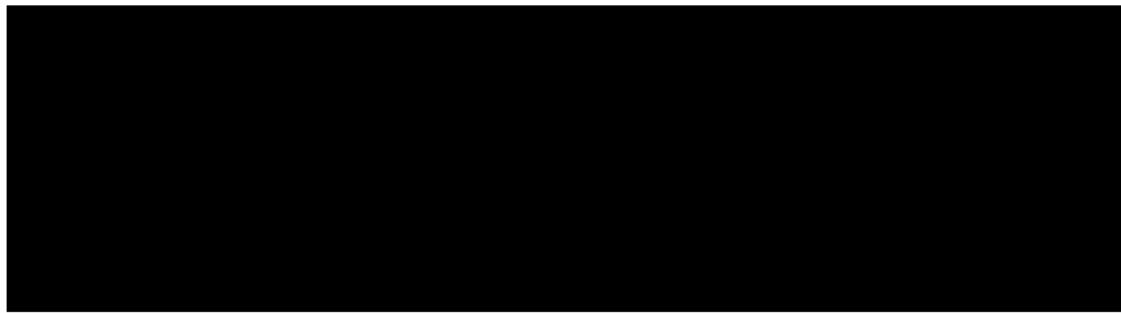
[REDACTED]

[REDACTED]

19. Some of these projects will necessarily be delayed by a preliminary injunction regardless of the resources Microsoft puts forward to continue to build out its capacity during this critical time period. [REDACTED]

[REDACTED]

[REDACTED]

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20. Considering the large scope of the JEDI Contract and the resources invested by Microsoft to ramp up to meet the expected demand in accordance with the terms of the ongoing JEDI Contract, even a minor delay in contracting activities will cause significant and irreparable harm to Microsoft. And this is particularly true of any delay in the onboarding process, in which DoD customers will begin utilizing the infrastructure and capabilities that Microsoft has built out.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 30th day of January, 2020.

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Thomas W. Keane

EXHIBIT 2



**IN THE UNITED STATES COURT OF FEDERAL CLAIMS
BID PROTEST**

AMAZON WEB SERVICES, INC.

Plaintiff,

v.

THE UNITED STATES,

Defendant,

and

MICROSOFT CORPORATION,

Intervenor-Defendant.

Case No. 19-1796

Judge Patricia E. Campbell-Smith

DECLARATION OF TIMOTHY TURITTO

I, Timothy Turitto, am over the age of eighteen and competent to give testimony. The information set forth below is based on my firsthand knowledge:

1. I am a General Manager at Microsoft Corporation (“Microsoft”), and in this role I am responsible for overseeing Microsoft’s communications, customer engagement, sales, business development, and finance operations for all of Microsoft’s engagement with customers in U.S. Regulated Industries, including the Financial Services, Health and Life Sciences, Education, State and Local, and Federal markets. I have served in this role since July 2018, and previously served as the General Manager and Worldwide Government Lead overseeing Microsoft’s global sales strategy for government contracts, which included civilian, defense, and intelligence agencies, as well as business from state and local governments.

2. For more than two years I helped lead Microsoft's efforts to compete for and obtain the Joint Enterprise Defense Infrastructure ("JEDI") Contract, which the United States Department of Defense ("DoD") awarded to Microsoft on October 25, 2019. Since October 25, 2019 (the date of contract award), I have been personally involved in Microsoft's kickoff activities and start-up operations under the JEDI Contract, as well as Microsoft's extensive preparations for onboarding of DoD agencies and commands onto the Azure JEDI Cloud. In this role, I oversee Microsoft teams responsible for communications, customer engagement, sales, business development, and finance operations with respect to the rollout and implementation of the JEDI Contract.

3. Since the October 25, 2019 award of the JEDI Contract, Microsoft has been working with DoD in performance of the JEDI Contract. This period of contract performance has enabled DoD and Microsoft to prepare for the shortly upcoming operational date of the JEDI Contract, at which point DoD agencies, commands and entire branches of the military are expected to begin the adoption process of moving all cloud services and platform services to the Azure JEDI Cloud. Because the operational go-live date is only two weeks away, preparations by both DoD and Microsoft for the initial rollout and onboarding of critical DoD pilot users are nearly complete. Moreover, to get to this point of readiness, both DoD and Microsoft have expended substantial resources over the course of the three months of performance that have already occurred under the JEDI Contract.

4. One substantial investment that Microsoft has made to enable the adoption of the Azure JEDI Cloud by DoD customers is in the performance of Task Order 0001, which DoD awarded to Microsoft simultaneously with the award of the JEDI Contract on October 25, 2019. This task order is the program management function that will enable Microsoft and DoD to get into position for substantive onboarding of DoD customers onto the Azure JEDI Cloud. Under

this task order, Microsoft has been providing personnel, processes, and tools to manage the Azure JEDI Cloud to meet all of the schedule, quality, and performance requirements of the JEDI Contract. At this point, the parties have been working under Task Order 0001 for three months, and Microsoft has been performing this preparatory work [REDACTED]

5. As part of this preparatory work, Microsoft hosted an extensive three-day kickoff conference for the JEDI Contract, which took place in December 2019 at the Ronald Reagan Building and International Trade Center in Washington D.C. This was a major event involving hundreds of personnel from numerous DoD stakeholder agencies and from Microsoft, during which Microsoft and DoD leaders introduced the broader DoD community to the capabilities and requirements of the Azure JEDI Cloud and the process for DoD agencies and military commands to move their information technology requirements and services onto the JEDI Contract. [REDACTED]

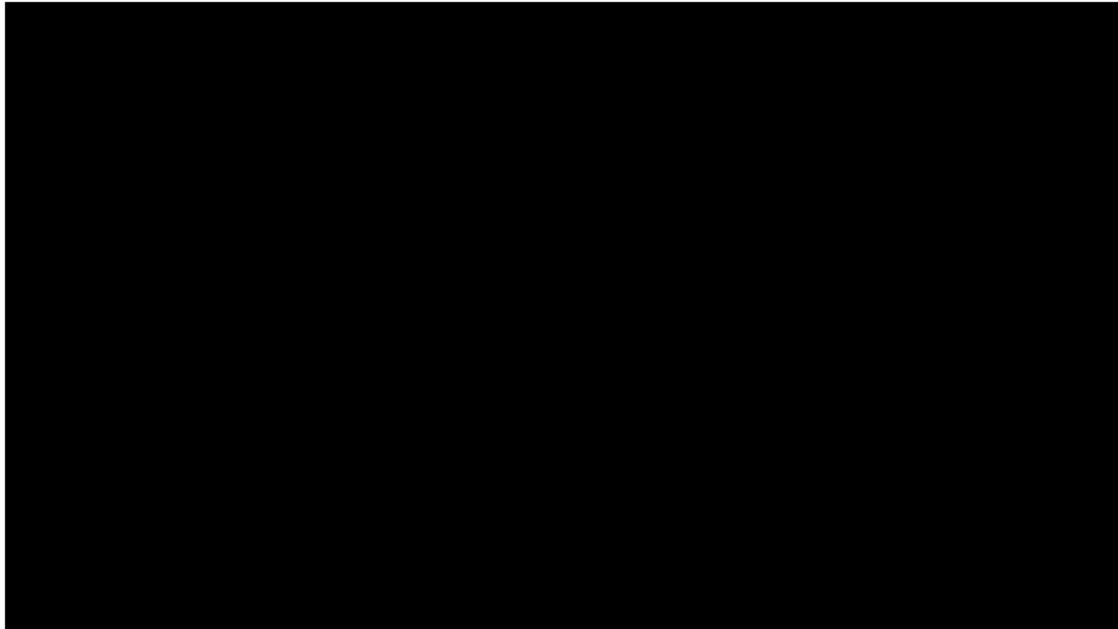
6. An injunction will cause substantial, irreparable harm to Microsoft. The JEDI Contract requires Microsoft to have employees on board and to be ready to support DoD's full use of the Azure JEDI Cloud. Microsoft has taken substantial steps to meet these requirements including hiring personnel, pursuing critical subcontractors, and making significant capital expenditures to further expand Microsoft's cloud capacity for all DoD customers. [REDACTED]

8.

Over the past three months,

Microsoft and DoD have laid the groundwork for onboarding to begin starting in mid-February 2020. A delay to the JEDI Contract at this point in the workflow process would put Microsoft in the difficult position of having to maintain a ready-to-go Azure JEDI Cloud environment with all the support personnel and subcontractors needed to onboard DoD customers.

but without any actual onboarding or DoD customers compensating Microsoft for being ready to go with the JEDI Contract. The longer a delay lasts, the greater the harm to Microsoft because it will have to expend resources maintaining the capability to onboard customers without any return on investment during the period of any delay.

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10. Considering the large scope of the JEDI Contract and the resources invested by Microsoft to ramp up to meet the expected demand, even a minor delay in contracting activities, and particularly any delay in the adoption and onboarding process for DoD customers (the point at which DoD will begin using the infrastructure and capabilities that Microsoft has built out), will cause significant and incalculable harm to Microsoft.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 30th da

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Timothy Turitto